usual form of this wrong, it is true, shown by the cases which follow *Lumley* v. *Gye*, 2 E. & B. 216, is the prevention of a third person from carrying out the contract obligation to the plaintiff; but upon principle the injury to his plaintiff's contract is the same if he is himself prevented from carrying out his own obligation to the third person. The authority, also, of the United States Supreme Court sanctions the conclusion that the mayor's act was a tort for which he would be liable in damages. *Angle* v. *Chicago, St. P., M., & O. Ry. Co.*, 151 U. S. 1.

The further question whether equity properly had control over this case gains little light from the authorities. Equity jurisdiction in America has been somewhat abused in cases of strikes and interference with business, — cases which should not be followed blindly. The present case, however, differs from them. See *Thomas* v. *Cin., N. O., & T. P. R. R. Co.*, 62 Fed. Rep. 803. The right infringed when business, so called, is interfered with is generally the personal right to transact business freely, and in behalf of a personal right equity is slow to interfere. The right to the contract, on the other hand, which is here violated, is a right of property, incorporeal, to be sure, but yet clearly distinguishable from a more personal right. Equity will not look complacently upon its destruction, or refuse to give negative relief when circumstances show the inadequacy of the remedy at law. Serious difficulty in the present case would be found on assessing the damages at law; this fact alone is a ground on which equity may step in. A current of authority also allows more than ordinary latitude in granting injunctions against persons having public authority who abuse the powers delegated to them. A more fundamental reason, however, for equity jurisdiction may be suggested, — a reason nowhere clearly stated, but indistinctly pointed out as the path for the future development of equity. By preventing the plaintiff from completing his contract the mayor would virtually substitute a claim against himself for the claim which the plaintiffs would have against the city on completing the contract; it seems unjust that a doubtful claim against an individual should be held equivalent to the contract claim against the solvent city corporation. For this reason the remedy at law would be inadequate. The credit of the parties, perhaps, may be hard to compare; but equity should be justified in holding that no such tortfeasor can say that the claim against him which arises out of his tort is equivalent to the claim under the contract which he has destroyed.

Bequests to a Corporation. — The reasons of public policy which induce legislatures to restrict the amount of property which charitable corporations are authorized to hold are not very clear; and the slight importance which the law-makers attach to such restrictions is shown by the readiness with which they usually remove them as soon as a gift is made to such a corporation which would increase the property beyond the limit set. Where the courts, however, hold that such restrictions render a gift entirely void, so that the heirs or next of kin have the same rights as if it had never been made, the action of the legislature comes too late to aid the corporation. In the case of *Farrington* v. *Putnam*, 37 Atl. Rep. 652, the Supreme Court of Maine were very evidently animated by a desire to help a worthy charity out of the predicament which would follow from such a view of the nature of the restrictions on its authority to hold property. The indulgence of this desire, however, is most ably

justified by Chief Justice Peters in his long and learned opinion. What makes this case especially interesting is that the gift was of personalty, so that the decision is, on its face, directly contrary to that in *Re McGraw's Estate*, 111 N. Y. 66, the most important previous case on bequests of personalty. The court does not directly disapprove that case, taking it to rest on a strict construction of certain New York statutes, but its reasoning all goes in the contrary direction.

The want of clearness in all the cases on this subject results, perhaps, from a failure to perceive that in establishing its rule on this subject any court can, with some justification in principle, draw the line against gifts to corporations, in excess of the amount they are authorized to hold, at any one of three places, or not at all. It can draw it so as to exclude such gifts in all cases; or between gifts *inter vivos* and gift by will; or between devises of land and bequests of personalty. Or it can hold all such gifts valid, always leaving to the State, of course, its right to punish the corporation by direct proceedings for its violation of its charter. Consistently to treat all gifts in excess of the limit as void would probably seem too severe a policy to any court. The possibility of a distinction between gifts *inter vivos* and testamentary gifts was pointed out in 9 HARVARD LAW REVIEW, 350. Still stronger technical grounds would seem to exist for making a distinction between devises and bequests. No practical reason, on the other hand, can easily be found for drawing the line at any particular place. In this branch, at least, of the subject of *ultra vires* transactions by corporations, the doctrine that only the State can take advantage of the lack of authority in the corporation seems very attractive.

A MARITIME CONTRACT OF CARRIAGE. — It was formerly the opinion of several American jurists, including Mr. Justice Betts, an acknowledged authority on maritime law, that when a contract of carriage by sea has been entered into, not only the owner, but the vessel herself, is at once bound, without more, to the performance of the contract; or, in other words, that a right *in rem* immediately arises. A *dictum*, however, of the Supreme Court of the United States in *The Freeman* v. *Buckingham*, 18 How. 182, seems to have changed the trend of decisions, and it is unquestionably the prevailing doctrine at the present day that a court of admiralty has no jurisdiction *in rem* for the breach of a purely executory contract.

The recent case of *The Eugene*, 83 Fed. 222, is in accordance with this modern doctrine. Usually the question has arisen in connection with a contract of affreightment, and this late decision is interesting as showing that the principle is equally applicable to a contract of passenger carriage. In this case it appears that the owner of the steamer "Eugene" contracted to carry the libellants, with their baggage, on board that particular vessel, from St. Michaels to Dawson City. The libellants alleged a breach of this contract on the part of the vessel in that she never went to St. Michaels to receive them. The court held that a suit *in rem* was not maintainable for a breach of this executory contract, inasmuch as the lien, upon which the right to proceed *in rem* depends, does not attach until the passenger has placed himself within the care and under the control of the ship's master.

It would seem to be the correct view that no lien upon the vessel arises merely from the fact that her owner has entered into a contract of car-